Annexur
e II

K/C - 2

GOVERNMENT OF KARANATAKA

REQUEST FOR PROPOSALS RFP NO. BDA/2025-26/SE0050

FOR THE CONSULTANCY ASSIGNMENT

Consultancy Services for preparation of DPR for the International Sports Complex in DSKL, Bengaluru.

BANGALORE DEVELOPMENT AUTHORITY
Dr. K ShivaramaKarantha Layout,#108, 5th Cross, MLA Layout, RMV 2nd Stage, Boopasandra, Bengaluru -560094

Contact No.: # 81510-28111 Email ID: executiveengineerdskl@gmail.com

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SECTION1.LETTER OF INVITATION

Indent No: BDA/2025-26/SE0050 Date:

REQUEST FOR PROPOSAL (RFP)
(Short Term Notification)

(Through **Karnataka Public Procurement Portal** only)

1. The Executive Engineer (Dr.k.Shivaram Karanth Layout Division, BDA, Bangalore) on behalf of the Commissioner, Bangalore Development Authority, invites applicants / Consultants, to submit their technical and financial bids during this stage i.e. Bid stage. The best design & Concept will be selected among the participants by the Committee as formed by the Committee under its sole discretion & the financial bid of best Concept so selected will only be opened for the work stated as in the table below.

Sl. No	Name of the Project	EMD (In Rupees)	Cost of Bid Document (in Rs.)	Time Period
1	**Consultancy Services for preparation of DPR for International Sports Complex at Dr. K.Shivarama Karantha Layout, Bangalore**	Deleted	-	7days

2. RFP Document may be downloaded from the Government of Karnataka Public Procurement Portal (KPPP) Website https://kppp.karnataka.gov.in from XXXXXXXX onwards under login of Consultants (Registered under E-Procurement, Government of Karnataka).
3. This BID STAGE evaluation will be based on the terms of the RFP document.
4. The RFP includes the following Documents. Section 1 – Letter of Invitation for RFP Section 2 – Information to Consultants
   Section 3 – Technical Proposal – Standard Forms Section4–Financial Proposal–Standard Forms Section 5 – Terms of Reference
   Section6–Standard form of Contract.
5. **Calendar of Events**
   a. Availability of RFP Document: XXXXXXXX onwards.
   b. Last date for receipt of queries is XXXXXXXX upto 17:30 Hrs in e-portal
   c. Last date for submission of Proposal : XXXXXXXX upto 16:00 Hrs

d. Date of Opening of Technical Bid:XXXXXXXX16:30 hours.
e. Date of Opening of Financial Bid : XXXXXXXX, 10:30 Hrs

6. Consultants may obtain further information at the Office of O/o Executive Engineer Dr. K. Shivarama Karantha Layout (DSKL), division,#108G, 5th Cross, MLA Layout, RMV 2nd Stage, Bhoopasandra, Bengaluru -560094, Tel: 81510-28111, on any working day during working Hours.

7. The conditional proposals will be rejected.
8. Before Submission of Online Application, Consultants must ensure that Scanned Copies of all the necessary Documents have been attached with the Application.
9. All the Information's required must be filled and submitted online.
10. The proposal will remain valid for a period of 90 days after the deadline date of submission.
11. The BDA reserves the right to reject any or all the proposals without there by incurring any liability or Obligation to inform the consultants of the reasons for such action.
12. Corrigendum/Modification/Corrections, if any, will be published in the Karnataka Public Procurement Portal only.
13. The Consultants should submit 2(One original & One Copy) sets of physical copies of all documents uploaded in KPP Portal to the office of under signed before last date to submission i.e. by XXXX
14. Any other details can be seen in the RFP documents.
15. Presentation /approach methodology to be submitted at the time of Technical bid submission.
16. JV/Consortium is not allowed.

Executive Engineer,
Dr.K.Shivaram karanth Layout,
Division
BDA, Bangalore.

Copy
Submitted to:

1. The Commissioner, Bangalore development Authority, Bangalore, for kind information.
2. Engineer Member, Bangalore development Authority, Bangalore, for kind information.
3. Finance Member, Bangalore development Authority, Bangalore, for kind information.
4. Engineer officer-02, Bangalore development Authority, Bangalore, for kind information.
5. Public relation officer, Bangalore development Authority, Bangalore, for information & to Publish in two leading national news papers in Kannada & English
6. Office Copy

SECTION 2. INFORMATION TO CONSULTANTS[1]

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a consultant, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

[1] This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data

Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited

consultant, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

for the firm/entity, and degree of responsibility held in various assignments.

(vi) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 Tender documents shall be available for download free of cost from the date and time of publication of the tenders on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) till the last date and time or the extended time of submission specified on the Karnataka Public Procurement Portal. Interested tenderers may obtain further information at the Office of the Executive Engineer, DSKL, Division #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094

4.2 Tender must be accompanied by Earnest Money Deposit (EMD) and a non-refundable Tender Processing fee specified for the work in the Table. Earnest money deposit and Tender processing fee will have to be in any one of the forms as specified in the tender document.- Deleted/ Not applicable

4.3 Tender must be uploaded on the Government of Karnataka, Karnataka Public Procurement portal (https://kppp.karnataka.gov.in) on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Employer and First Electronic Document will be opened on the date and time specified in the Karnataka Public Procurement Portal, without requiring the presence of Tenderers or in the presence of Tenderers or in the presence of the Tenderers' representatives, who wish to attend at Office of the Executive Engineer, DSKL, Division, #108G, 5th Cross, MLA Layout, RMV 2nd stage Bhoopasandra, Bangalore-560094. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

4.4 Earnest Money Deposit (EMD) & Tender processing Fee

4.4.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT for this particular work

For further details on e-Payment services refer to e-procurement portal for more details on the process. The Tenderers bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

a. EMD amount will have to be submitted by the Tenderer taking into account the following conditions:

(I) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt. of Karnataka central pooling account at ICICI bank Ltd, until the contract is closed.

(II) The EMD (Full or Part) amount for a particular tender has to be paid in a single transaction.

b. The Tenderers Bid Will be evaluated only on confirmation of the receipt of the payment (EMD and Tender processing fees) in the Govt. of Karnataka Central pooling account held in designated banks as indicated in sub clause 4.4..1 (a).

4.4.2 Instruments having fixed validity period issued as EMD (earnest money deposit) for tender shall be valid for 45 days beyond the validity of the tender.

4.4.3. Any tender not accompanied by the acceptable EMD (Earnest Money deposit) and not secured as indicated in the sub clause 4.4.1 above shall be rejected in Karnataka public portal as non-responsive

4.4.4 ~~The EMD (Earnest money deposit) of unsuccessful Tenderers will be returned within 30 days of the end of the Tender validity period~~ Deleted

4.4.5 ~~The EMD (Earnest money deposit) of the successful Tenderer will be discharged when the Tenderer has signed the Agreement, pursuant to ITT clause 28 and furnished the required Performance Security pursuant to clause 29.~~ Deleted

4.4.6 The (EMD) Earnest money deposit shall be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or

if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of

Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T* + *P* = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest

combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: Bangalore Development Authority
The method of selection is: Quality-and Cost-Based Selection (QCBS)

1.2 A technical and a Financial Proposals are requested: Yes

The name, objectives and description of the Assignment are: **Consultancy Services for preparation of DPR, Bid Process for the International Sports Complex at Dr. K.Shivarama Karantha Layout, Bangalore**

1.3 The Assignment is phased: No_[*If yes, indicate the phasing*] _____

1.4 A pre-proposal conference will be held: _____ No_____
[*If yes, indicate date, time and venue*] _____
The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Bangalore Development Authority,
Dr. K ShivaramaKarantha Layout,#108, 5th Cross, MLA Layout, RMV 2nd Stage, Boopasandra, Bengaluru -560094 Contact No-81510-28111 Email ID: executiveengineerdskl@gmail.com

1.5 The Client will provide the following inputs:

a. Project Site Coordination
b. Site Surrounding Information

b. Consultancy Services for preparation of DPR, Bid Process for the International Sports Complex at Dr. K.Shivarama Karantha Layout, Bangalore

1.7.2 The Client envisages the need for continuity for downstream work: No _____
[*If* ___

yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested upto *one day prior to pre-proposal conference/or [Insert number] days before the submission date*. (Choose one option) ___

The address for requesting clarifications is: Dr. K ShivaramaKarantha Layout,#108, 5th Cross, MLA Layout, RMV 2nd Stage, Boopasandra, Bengaluru -560094

Tele: 81510-28111 Email ID: executiveengineerdskl@gmail.com

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant: No

(ii) The estimated number of key professional staff months required for the assignment is: 7 Nos

(iv) The minimum required experience of proposed key professional staff is:

Sl. No.	Proposed Position	Minimum Qualification	Minimum years of Experience
i.	Team Leader	B.E. (Civil)	15 Years
ii.	Master Planner	B.Arch.	15 Years
iii.	Sports Architect	Master in Sports Management	10 Years
iv.	Structural Expert	M. Tech (Structural)	10 Years
v.	MEP Engineer	B. Tech (Mechanical)	10 Years
vi.	Civil Engineer	B.E. Civil	10 Years
vii.	Financial Advisor	MBA (Finance)	10 Years

(vi) Reports which are part of the assignment must be written in the following language: English

3.4 (vii) Training is an important feature of this Assignment: No _____
[*If yes provide appropriate information*]

(viii) Additional Information in the Technical Proposal includes: NA _____
_____

3.10 Proposals must remain valid 90 days after the submission date i.e. until: _____

4.3 Consultants must submit an original and 1 nos additional copies of each proposal.

4.4 The proposal submission address is: Dr. K ShivaramaKarantha Layout,#108, 5th Cross, MLA Layout, RMV 2nd Stage, Boopasandra, Bengaluru -560094

The information on the outer envelope should also include: NA

4.5 Proposals must be submitted no later than the following date and time: XXXX and 17:30 Hours

5.1 The address to send information to the Client is: Dr. K ShivaramaKarantha Layout,#108, 5th Cross, MLA Layout, RMV 2nd Stage, Boopasandra, Bengaluru -560094

5.3 The number of points to be given under each of the evaluation criteria are:

MINIMUM QUALIFICATION CRITERIA FOR EVALUATION

a) The Bidder should have experience of at least two (2) similar projects (Preparation of Architecture Consultancy related to development of Sports infrastructure project/Stadiums/ Institutional Projects having a minimum project cost of INR 200 Crores and above. This consultancy assignment should necessarily be for a project in India.

b) Empanelment with State or Central Sports Bodies for Architectural Services.

C) Firm should have minimum INR 10.00 crores average financial turnover of professional consultancy fees for the last three financial years

		Points
(i)	*Specific experience of the consultants related to the Assignment • Providing Architectural Consultancy for Sports Stadium/ Sports Complex/Institutional projects Costing more than 200 Crores: - 3-5 works – 05 Marks 5-8 works – 15 Marks > 08 works – 25 Marks	25
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR Understanding of the project -10 Marks Methodology – 5 Marks work plan and innovativeness- 10 Marks	25
(iii)	Qualifications and competence of the key professional staff for the Assignment	50

Position	Qualification	Experience Range	Marks Allocation
Team Leader	B.E. (Civil)	Up to 15 Years	10 Marks
		More than 15 Years	15 Marks
Master Planner	B.Arch.	Up to 15 Years	10 Marks
		More than 15 Years	15 Marks
Sports Architect	MS (Sports)	Up to 10 Years	5 Marks
		More than 10 Years	10 Marks
Financial Advisor	MBA (Finance)	Up to 10 Years	5 Marks
		More than 10 Years	10 Marks
Total Marks			**100 Marks**

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

		Points
(i)	General Qualifications Not more than 3	30
(ii)	Adequacy for the Project Not more than 3	60
(iii)	Experience in region & language Not more than 3	10

Total Points: 100

		Points
(i)	General qualifications Team Leader -B.E(Civil)- 10 Marks Master Planner – B.Arch- 10 Marks Sports Sports Architect – B.Arch – 5 Marks Transaction Advisor – MBA-Finance-5 Marks	30
(ii)	Adequacy for the project >INR 100 Crores – 10 Marks 10 marks for each similar project, maximum of 05 projects will be considered	60
(iii)	Experience in region & language Hindi & English, -8 Marks Kannada/Tamil/Telugu – 2 Marks	10

Total Points: 100

The minimum technical score required to pass is : 70 Points

5.8 The formula for determining the financial scores is the following:
[*Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration*]

The weights given to the technical and Financial Proposals are:
T= 0.80,[1] and
P= 0.20

6.1 The address for negotiations is: The Commissioner, Bangalore Development Authority, 5th Main road, Kumarapark West, Guttahalli, Bengaluru - 560020

7.2 The Assignment is expected to commence on [*Month, Year*] at [*Location*]:_

_____

_____

Sincerely,
[Bangalore Development Authority]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal

submission form. 3B.

Consultant’s references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing

the assignment. 3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key

professional staff. 3G. Time schedule for professional

personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

_____

TO:
Executive Engineer
DSKL Division,
Bangalore Development Authority,
Boopasandra,
Bangalore-560094

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for *RFP for preparation of the Detailed Project Report (DPR) for the International Sports Complex in Bengaluru*
---Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized
Signature: Name and
Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format Of Curriculum Vitae (CV) For Proposed Key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member:_____
Full name of authorized representative: _____

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form. 4B. Summary of costs.

[Location, Date]

FROM: (Name of Consultant)

_____

_____

TO:
Executive
Engineer DSKL
Division,
Bangalore Development
Authority, Boopasandra,
Bangalore-560094

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services For preparation of the Detailed Project Report (DPR),Process Management Consultancy for the International Sports Complex in Bengaluru Financial Proposal.

We,the undersigned, offer to provide the consulting services fortheaboveinaccordancewithyour Request for Proposal dated [Date],and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the Consultancy Fee

The Estimated Project Cost shown in this RFP is an approximate cost, the sanctioned cost may vary from it upon sanctions issued by the administrative department

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, upto expiration of the validity period of the Proposal ,i.e.,[Date].

We undertake that, in competing for(and, if the award is made to us, in executing)the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
1	Consultancy Services for preparation of DPR for the International Sports Complex in DSKL, Bengaluru.	
	TOTAL COST	
	Consultancy ServicesTax	
	TOTAL COSTS (Including ServiceTax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given informats 4 Cist of acilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

SECTION 5. TERMS OF REFERENCE

Terms of Reference should normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS
9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)
10. PAYMENT MILESTONE & CONSULTANCY FEE

1. Background

Bangalore Development Authority (BDA) represents Bengaluru State's vertical that aims to transform Karnataka's Capital into an ideal global destination with high quality infrastructure, ensuring sustainable and planned development through effective monitoring, control, participation and innovative approaches, ensuring a high quality of life.

The proposed site is located in Bengaluru, along the Peripheral Ring Road in Bengaluru spread across 2 land parcels totaling approximately 40 Acres. The proposed sports complex would significantly boost Bengaluru's sporting landscape and development. The proposal is to establish a fully Integrated BDA Sports Complex providing a wide range of sports facilities, arena', stadia and activities catering to grassroots development, elite athlete training.

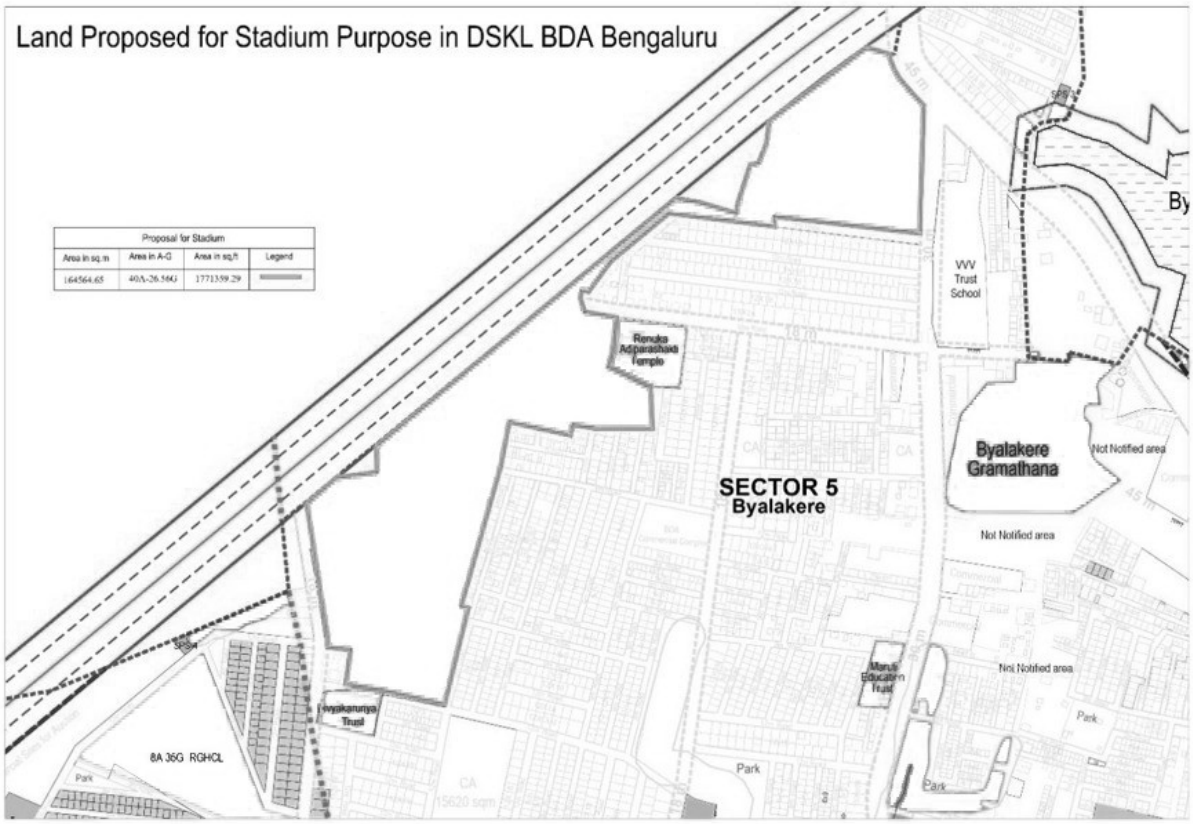

Image 1: Proposed Land Parcel

The facility will be designed to host National/International sports competitions & major events. It would provide a world-class training and competition venue for athletes of all levels. Furthermore, it would draw significant international events to the state, augment traditional sports on the global map and encourage youth participation in sports.

The City of Bengaluru has a thriving and growing sports culture and a long history of active sports engagement. The government is dedicated to fostering sports growth and is investing in new and improved sports facilities. The Government of India & Government of Karnataka has launched initiatives to develop sports infrastructure spanning across urban and rural areas, encouraging the culture through

competitions, promotion of traditional sporting activities, and assisting in the discovery and development of fresh young talent.

The proposal for a sports complex in Bengaluru is a natural extension of the government's commitment to sports development. BDA aims to develop this facility with state-of-the-art infrastructure for sports while maintaining international standards for all sporting and training events, fostering both the established and emerging talents in the sports arena. The sports complex is envisioned to be a self-contained facility with the necessary amenities for all user groups. The idea of the sports complex combines the elements of:

a) Facilities and sporting excellence are at par with the global standards.
b) A sporting ecosystem catering to all aspects of athletes, coaches, support staff and spectators.
c) Sports technology to augment performance and promote a healthy sporting career supported by world class infrastructure.
d) Recreational Sports for a large population.
e) Act as catalysts to trigger and promote, inculcate, strengthen the culture of sports.
f) Promote the traditions and culture of Karnataka and its sports on the global map.

2. A Concise Statement of Objectives

BDA's objective part of greater vision is to constantly strive to excel in developing, organizing and promoting sports & sporting infrastructure in Bengaluru. BDA in close association with National & International Sports Federations endeavors to make sports healthy, competitive and safe – a wholesome experience that everyone can enjoy, cherish & to grow in the sports eco system.

The vision for an international Sports Complex in Bengaluru is to create a world-class destination for sports enthusiasts and athletes alike. The Sports Complex would be home to a wide range of sporting facilities, including stadiums, arenas, training grounds and sports academies. It would also be a hub for sports competitions & major events, from local competitions to international tournaments with all allied facilities & several artists performing at this vibrant facility. The objectives of the international sports complex would be to:

a) Make Bengaluru in the list of global cities having world class sports infrastructure.

b) Promote the development of sports in Bengaluru and Karnataka.

c) Provide world-class facilities for athletes to train and compete.

d) Host major sporting competitions & events, which would boost the economy and attract tourists.

e) Provide opportunity and world class coaching for the youth to excel in sports of their choice with all allied infrastructure and facilities. The international sports complex would be a place where people of all ages and abilities can enjoy sports. It would be a place where sportspersons and athletes can train and compete at the highest level. It would be a place where people could come together to celebrate the power of sport.

The international sports complex would be a place where people of all ages and abilities can enjoy sports. It would be a place where sportspersons and athletes can train and compete at the highest level. And it would be a place where people could come together to celebrate the power of sport.

The objective of this consultancy assignment is to engage a reputed consulting firm (Consultant) is to Design & Develop World Class Sports Complex in Bengaluru, Karnataka.

f) To identify the appropriate sports infrastructure facility that is deemed as required though demand assessment and stakeholder discussions.

g) Assessment of infrastructure based on the requirements, site conditions, market dynamics etc. along with a study on the scale of development.

h) The project must be conceived as an integrated sports complex and the development must encompass all infrastructure and facilities for hosting international events such as sporting fields, grounds, practice facilities, resting areas, training academy, event areas with allied services and facilities, accommodation facilities, etc.

i) Prepare architectural designs for a state-of-the-art sporting facility with international standards to conduct global sporting events and for sports professionals to train. The proposed development should ensure the availability of sports facilities to the public, provide encouragement of sports among youth & for sports professionals to train and compete in global events.

j) The project should envision supportive developments in Hospitality/Tourism sector etc. as well have Commercial/Retail Developments which shall unlock the potential of the value of land under PPP/EPC MODE OR Self Development mode or other hybrid strategy enhancing the overall viability of the proposed Sports Complex.

k) Identification of appropriate methods of development, construction techniques, implementation strategy etc. for effective and efficient development of project.

l) To enable the right project structuring through detailed analysis of financial feasibility including cost benefit analysis and to suggest suitable disposal strategy i.e., development of project through PPP/EPC MODE OR Self Development mode or other hybrid strategy.

m) To handhold authority including transaction advisory service for selection of right concessionaire/contractor for development of the project

The consultant scope excludes the activities listed below. BDA reserves to extend the scope of the consultant to include these activities on mutually acceptable conditions at a later date

I. To assist during implementation of project and to ensure successful completion of project within proposed budget and timeline.

II. To suggest an appropriate O&M Strategy and support for a period of 1 year (operational period) after completion of project including preparation of RFP/ Contract agreement for selection of O&M agencies, finalization of KPI’s etc.

3. **Outline of Tasks to be Carried Out (Scope of Work)**

The scope of work of the consultancy services shall be carried out in the two schedules mentioned below:

3.1 Detailed Project Report (Part 1)

3.1.1 Part 1.1: Existing Situation Analysis and Benchmarking Study

a) City Analysis

The purpose of this exercise shall be to understand general trends of the city that would impact the proposed development.

i. To develop the requirements and detailed program in discussion with the Client.
ii. To understand the requirements and complying with the standards from the Urban local bodies, environmental authorities, fire authorities, and other governing Sports bodies viz. SAI, ICC, FIFA etc., as may be required and applicable thereto.
iii. Assess existing Sporting facilities globally to establish benchmarks for design and functionality, capacity, purpose (e.g., international venues, regional venues, training facilities) and other relevant criteria.
iv. Location of major Urban Centers and connectivity amongst these Centers.

b) Site Analysis

The subject site shall be studied in detail to understand its potential/suitability for the envisaged development on following parameters.

i. Analysis of factors influencing the site's potential:
   - Location
   - Existing condition of the site,
   - Connectivity (accessibility from key landmarks/destinations),
   - Linkages (proximity to important commercial, transportation, institutional, residential nodes, etc.)
   - Status of supporting physical infrastructure,
   - Physical features, economic activities & developments in context areas
ii. Conduct "Strengths, Weaknesses, Opportunities, Threats" (SWOT) analysis for the project site.

c) Site Studies

i. Topographic Survey and Infrastructure Mapping - Topographic survey of the Project site shall be carried out using Total Station capturing all physical features of the site, its approach and abutting roads, topography (contours at every 0.5 meters interval and spot levels at 5 meters grid), existing infrastructure networks (electrical/power supply, sewerage, telephone, water supply, drainage etc.), vegetation (trees and shrubs) and other physical features like boundary wall, damp areas of the site, pits, etc. The Site Survey drawing of appropriate readable scale shall be submitted in both Hard and Soft Copies (AutoCAD) with area statement and detailed legend.
ii. Soil Investigations - Necessary soil investigations shall be carried out at the site to assess the nature of soil. The soil tests would be undertaken in sufficient detail so as to arrive at the safe bearing capacity (design parameter) with a minimum of 4 boreholes spread uniformly within the Project site to determine the (SPTN) values at every 1.5 meters depth. Soil samples taken from boreholes shall be classified and index properties shall be determined and presented. The boreholes shall be carried out till reaching the refusal / hard strata or up to 15 meters, whichever is achieved earlier. The soil test report, findings and recommendations for foundations / design of foundation shall be submitted as a report in both Hard and Soft Copies.
iii. Development Control Regulations - The Consultant shall review all the applicable Bye Laws for the subject site including the Land Use Plan, AAI/DGCA regulation, etc. and shall submit a report on the same highlighting the limitations, restrictions, constraint, if any, that may adversely affect the

planning / implementation of the proposed Project.

iv. Documentation and assistance for clearances required - The Consultant shall identify all the required clearances that may be required for the Project and shall assist BDA in the preparation of the requisite documentation for seeking the clearances. The consultant shall advise BDA on the appropriate process to be followed for seeking the clearances, appropriate time for applying for the same and also assist BDA in seeking the clearances by coordinating with the respective Government Agencies / certifying bodies. If applicable, the Consultant shall also support BDA in carrying out Environmental Impact assessment of the Project for the purpose of obtaining the required clearances/approvals from the appropriate Authorities and the cost towards the EIA will be borne by BDA.

d) Benchmarking Study

This exercise shall include case studies and review of similar projects to highlight the critical success factors of implementing such projects. Similar developments shall be evaluated in the following parameters:

i. Location and connectivity
ii. Product Mix
iii. Area Program
iv. Phasing strategy
v. Critical success factors, etc.

3.1.2 Part 1.2: Concept Master Planning and Project Conceptualization

- Product Mix Derivation

In this exercise the development plan for the proposed project shall be finalized based on the learnings from previous exercises. The following steps shall be undertaken to derive the optimum product mix for the envisaged development:

i. Develop the project concept and key objective vision principles.
ii. Identify the initial list of critical project components.
iii. Assessing the space requirements for the development of individual components / facilities.

- Concept Master Planning

i. Based on the above, the Consultant shall draw the preliminary Project concept options and submit the Master plan, compute the block built up area allocation plan as well as the land allocation plan for each of the components proposed within the Project Site including allocation of land for internal infrastructure.
ii. Multiple concept Master plan options shall be presented before the BDA for the selection and approval of the preferred Concept. The concept options shall be prepared in a presentable format in electronic formats with clarity for BDA to select the preferred option.
iii. The Consultant shall then further detail the approved Project Concept in 3D, walkthrough, etc. including the detailing of infrastructure such as roads, parking, street lighting, etc.
iv. The deliverables for the Concept Master Plan shall comprise of:
    - Master Plan
    - Land Use/Area allocation statement
    - Individual Building Floor Plans, Sections, Etc.
    - Area statement for individual components in Project Site
    - Outline Estimates
    - 3D-Images

- Preparation of preliminary design/ drawings for the International Sports Complex Project

i. Based on the approved Concept Master Plan, the Consultant shall prepare the preliminary design & drawings of the proposed International Sports Complex. It is clear that the International Sports Complex shall be developed on Engineering, Procurement and Construction (PPP/EPC MODE OR Self Development mode or other hybrid strategy.) on the basis of the preliminary designs prepared. As such the scope of work of the Consultant shall be restricted to preliminary design that shall have to be in sufficient details so as to enable the detailed design process by the PPP/EPC MODE OR Self Development mode or other hybrid strategy.
ii. The Consultant shall be required to design the project components of the International Sports Complex to cater to various operational / functional demands and as such the design shall be required to be modular for alternative usages taking into account the practicalities of Operations and Management of the International Sports Complex.
iii. The design should conform to the relevant guidelines and byelaws & statutory requirements.
iv. The deliveries for the Preliminary design shall include but are not limited to the following:

a. The Consultant shall, along with the preliminary designs, submit the design basis of the various project components of the International Sports Complex and its related infrastructure.
b. Tender Drawings for PPP/EPC MODE OR Self Development mode or other hybrid strategy Works.
c. Design and layout plan of infrastructure including approach roads, parking, traffic movement plan, landscaping, street lighting, power supply, water supply & sewerage lines, etc within the Project Site.

d. Technical Specifications, Bill of Quantities and Cost Estimates for the International Sports Complex.
e. For the approved concept / design of the International Sports Complex, the Consultant shall develop the specifications for detailed design of the International Sports Complex to be carried out by the PPP/EPC MODE OR Self Development mode or other hybrid strategy viz design detailing, structure, foundation, minimum spans, minimum heights, parking requirements, etc.
f. For the approved design of the International Sports Complex, the Consultant shall develop the design specifications for the following, but not limited to:
    - Architectural design and finishes
    - Elevation including Glazing, etc.
    - Interior & Fit-out design

- Structural design
- Field of Play
- Sports Equipment
- Public Health systems
- Fire Detection & Fire Protection/Fighting system
- Electrical system
- Lighting system
- Low-voltage system
- Heating, Ventilation & Air-conditioning system.
- Audio Visual Equipment
- Landscape design
- Signage design
- Stage Craft
- Flood Lighting.
- Security systems
- Road and other external infrastructure, etc.

- Based on the above, the Consultant shall be required to draw preliminary bill of quantities to arrive at a preliminary cost estimate for the International Sports Complex Project under each of the major heads including the above. (It may be noted here that the preliminary cost estimates shall be required to be based on (i) the applicable Schedule of Rates wherever available, and realistic market rates for items not listed in the Schedule of Rates of Karnataka, and (ii) another estimate based on realistic markets rates, which shall be utilized for the purpose of comparison with the bids received).

- The Consultant shall prepare all Project specifications, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Compiling & consolidation of all applicable engineering standards & specifications, quality control procedures etc. including documentation.

- The Consultant shall also draw up the realistic schedule of work that can be adopted by the Contractor(s) for delivering the International Sports Complex Project in the shortest time period.
    - Infrastructure (Internal & External)

- The Consultant shall identify the infrastructure (internal) required for the Project.

- The Consultant shall identify the gaps in the external infrastructure such as approach roads, signage, street lighting, water supply & sewer lines, power lines, etc. and provide suggestions to BDA to further coordinate with Local Authorities to integrate the proposed development with the city and surroundings.

3.2 Bid Process Management for selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy Contractor (Part 2)

3.3 Part 2: Bid Process Management for selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy Contractor for the International Sports Complex

a. Bid Documentation

i. The Consultant shall be required to prepare a Request for Qualification and/or Request for Proposal (Bid Document) for inviting bids for the implementation of the International Sports Complex on Engineering Procurement Construction (PPP/EPC MODE OR Self Development mode or other hybrid strategy) basis.
ii. The Consultant shall draw the minimum qualification criteria (financial as well as

technical-experience, equipment, personnel i.e. construction execution team, etc.) for the bidders and for this, the guidelines stipulated by the Government of Karnataka, and where no specific guidelines have been prescribed by the Government of Karnataka, guidelines of CPWD/CVG shall be taken into consideration.

iii. The Consultant shall draw the draft tender notice and advice and assist BDA for publishing the same in Newspapers that shall attract the attention of prospective bidders.

b. Bid Process Management

i. The Consultant shall identify the key potential bidders and shall invite and draw their attention to the advertisement issued by BDA inviting the bids.
ii. The Consultant shall assist BDA in conducting the Pre-bid Meeting including drafting the proceedings of the Pre-bid meeting, responding to the queries raised during the Pre-bid meeting and in drafting addendums to Bid Documents, if any.
iii. The Consultant shall assist BDA in the opening of the bids and shall evaluate the contents of each envelope and submit a detailed report to BDA on the same at each Stage. The Consultant shall present the same before the BDA.
iv. BDA shall be evaluating the Bid Evaluation Report submitted by the Consultant. The Consultant shall be required to co-ordinate and assist the BDA in reviewing the evaluation of the Bids including assessment for ensuring conformity to prescribed parameters and also assist in preparing the proceedings of each meeting of the BDA.
v. The Consultant shall be required to submit its recommendations on the reasonability of the selected Bid, recommend reconsideration of cost / negotiations, etc. and to assist BDA in conducting the negotiations with the selected bidder.
vi. The Consultant shall be required to submit a report including comparative statements for costs and submit Bid Evaluation Reports for each stage of the Bid evaluation process as well as a comprehensive final Bid Evaluation Report.
vii. The Consultant shall compile the entire evaluation process for presentations to the BDA for approval.
viii. The Consultant shall assist and advise BDA in issuance of Letter of Award, signing of Agreement with the selected Bidder and issue of Notice to Proceed.

3.4 Liaising with Funding Agencies & Clearances:

a) Establishing and Maintaining communication with relevant funding agencies, including Central/ State/ other Government department etc. to ensure timely disbursement and utilization of funds.

b)The Consultant shall be responsible for obtaining all necessary clearance, approvals and permissions from relevant Sports bodies, Government agencies, and other authorities for hosting National & International Sports events.

4. Schedule for Completion of Tasks

The timeline mentioned below excludes the time required by BDA for providing feedback/approval on the deliverable, which will be accorded within 2 weeks from the submission.

4.1 Part 1: Detailed Project Report

No.	Key Deliverables / Milestones	Duration from commencement date of the Consultancy (X)
D1	Submission of Reports for: • Topographical Survey • Site Analysis • Benchmarking Study	X+1 weeks
D2	Submission of Conceptual Master Plan	X+2 weeks

D3	Submission of Soil investigation Report, Preliminary drawings, section plan, elevation, sketches, 3D visualization, perspective views etc.	X+6 weeks
D4	Submission of Preliminary Cost Estimate	
D5	Submission of DPR including Detailed Estimate	X+8 weeks

4.2 Part 2: Bid Process Management for selection of PPP/EPC MODE OR SELF DEVELOPMENT Contractor for the International Sports Complex Facilities

S. No.	Key Deliverables / Milestones	Duration from commencement date of the Consultancy (X)
D6	Submission of PPP/EPC MODE OR Self Development mode or other hybrid strategy tender document, tender drawings, specifications, finishing schedule and cost Estimation/BOQ for inviting PPP/EPC MODE OR Self Development mode or other hybrid strategy Mode bid.	X+10 Weeks
D7	Completion of Bid Process including submission of Final Bid Evaluation Report	Timelines to be agreed in mutual discussion with BDA
D8	On Issuance of Letter of Award to Contractor	Timelines to be agreed in mutual discussion with BDA

5. Data, Services & Facilities to be provided by the Client

1. Project Coordination
2. Project surrounding

Information 3.

6. Final Outputs that will be required of the Consultant

The final output of the Consultant will include the following

a. Part 1: Detailed Project Report

S. No.	Key Deliverables / Milestones	Output
a	Submission of Reports for: • Topographical Survey • Site Analysis • Benchmarking Study	Inception Report
b	Submission of Conceptual Master Plan-3 Options	Concept Design Presentation in PPT/Walkthrough- Finalised Option
c	Submission of Preliminary Cost Estimate- 3 Options	
d	Submission of Soil investigation Report, Preliminary drawings, section plan, elevation, sketches, 3D visualization, perspective views etc.	Finalised Option
e	Submission of DPR including Detailed Estimate & Revenue Generation Model	Detailed Project Report with Drawings, Estimates & Specification- Finalised Option

b. Part 2: Bid Process Management for selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy Contractor for the International Sports Complex Facilities

No.	Key Deliverables / Milestones	Output
a	Submission of PPP/EPC MODE OR Self Development mode or other hybrid strategy tender document, tender drawings, specifications, finishing schedule and cost Estimation/BOQ for inviting PPP/EPC MODE OR Self Development mode or other hybrid strategy Mode bid.	NIT, Tender Documents including Eligibility Criteria, Conditions of Contract, Specifications, Drawings, Payment Milestones & Other Technical Documents required by BDA for selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy Mode
b	Completion of Bid Process including submission of Final Bid Evaluation Report	Detailed Report with recommendation for Selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy mode based on the Technical & Financial Bids Submitted by the Contractor
c	Issuance of Letter of Award to Contractor	

7. Composition of the Review Committee to Monitor Consultants Work

BDA shall establish a High-Power Committee (HPC) to monitor the works & accord approval on a timely manner. This review committee shall consist of members from BDA, relevant departments involved in infrastructure development, eminent athletes/coaches, etc.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft & Final Reports

The HPC will review the submissions by the consultants & after deliberation provide feedback to the consultants by BDA for providing feedback/approvals on the deliverable, which will be accorded within 2 weeks from the submission.

9. List of Key Professional Positions with CV & Experience

10. Payment Milestone & Consultancy Fee

The timeline mentioned below excludes the time required by BDA for providing feedback
/approvals on the deliverable, which will be accorded within as early as possible from the submission.

a.Part 1: Detailed Project Report – Payment Milestone

S. No.	Key Deliverables / Milestones	Fee (%)
a.	Submission of Reports for: • Topographical Survey • Site Analysis • Benchmarking Study	5%
b.	Submission of Conceptual Master Plan- 3 Options	10%
c.	Submission of Preliminary Cost Estimate- 3 Options	10%
d.	Submission of Soil investigation Report, Preliminary drawings, section plan, elevation, sketches, 3D visualization, perspective views etc.	15%
e.	Submission of DPR including Detailed Estimate	20%
f.	Submission of Revenue Generation Model & Funding from Central Govt Scheme	5%

b. Part 2: Bid Process Management for selection of PPP/EPC MODE OR Self Development mode or other hybrid strategy Contractor for the International Sports Complex Facilities – Payment Milestone

S. No.	Key Deliverables / Milestones	Fee (%)
a.	Submission of PPP/EPC MODE OR Self Development mode or other hybrid strategy tender document, tender drawings, specifications, finishing schedule and cost Estimation/BOQ for inviting PPP/EPC MODE OR Self Development mode or other hybrid strategy mode bid.	10%
b.	Completion of Bid Process including submission of Final Bid Evaluation Report	10%
c.	On Issuance of Letter of Award to Contractor	5%
d.	After completion of the Project	10%

Annexure-1

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the day of the month of

_____, 200____, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

"...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, ___and ___ (hereinafter called the "Consultants.")"].

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of contract (hereinafter called "SC");

(c) The following Appendices:

Appendix A: Description of the Services
Appendix B: Reporting Requirements _____
Appendix C: Key Personnel and Sub-consultants
Appendix D: Duties of the Client _____
Appendix E: Cost Estimates _____
Appendix F: Form of Guarantee for Advance Payments
_____

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.].

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

* *All notes should be deleted in the final text*

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE CONSULTANTS]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH
OF THE MEMBERS OF THE
CONSULTANTS

[Name of the Member]

By
(Authorized Representative)

[Name of the Member]

By
(Authorized

Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub -consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty
(30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the

occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof as early as possible after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same as early as possible (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, as early as possible after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. **Obligations of the Consultants**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the

Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to be Taken Out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail

as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.8 **Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.9 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

4. **Consultants' Personnel and Sub-consultants**

4.1 **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 **Description of Personnel**

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 **Working Hours, Overtime, Leave, etc**.

(a) Working hours and holidays for Key Personnel are set forth in Appendix C.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious

misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants

may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. **Obligations of the Client**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 **Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. **Payments to the Consultants**

6.1 **Cost Estimates; Ceiling Amount**

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Remuneration and Reimbursable Expenditures**

(a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

(c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

6.3 **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

6.4 **Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows the Section 5- Terms of Reference Sub-Section 10 Payment Milestone and Consultancy fee.

~~(a) The Client shall cause to be paid to the Consultants an advance payment as~~

K/C – Firm/Org/NGO QCBS – Time Based/ More than

~~specified in the SC, and~~ as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form ~~as the Client shall have approved in writing.~~ Deleted

(b) As soon as practicable and as early as possible after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures. Deleted

(c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date. Deleted

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. Deleted

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC. Deleted

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is

] [1.4.1

The addresses are:

Client:

Attention : .....

Cable address : _____
Telex : _____
Facsimile : _____
E-mail : .....

Consultants:

Attention :----------
Cable address : _____
Telex : _____
Facsimile : _____
E-mail : .....

[Note[1]: Fill in the Blanks]

[1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized

Representatives are: For

the Client: _____

For the Consultants: _____

[Note: Fill in the Blanks]

[1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the

deduction of such tax as may be lawfully imposed.]

[1] *All notes should be deleted in the final text*

[1.7.2 However, the Consultancy Services tax payablefor providing this Consultancy Services shall be paid/reimbursed by the Client separately.]

[2.1 The effectiveness of contract shall be on the date.....]

[2.2 The time period shall be days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the Parties may agree in writing.]

[2.3 The time period shall be _____ *[Note: Fill in the time period, e.g., 24 months]* or such other time period as the parties may agree in writing.]

[3.4 The risks and the coverages shall be as follows:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.

(b) Third Party liability insurance with a minimum coverage, of Rs. ..... for the period of consultancy.

(c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.

(d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and
(iii) any documents prepared by the Consultants in the performance of the Services.]

[Note: Fill in the blanks and delete what is not applicable.]

[3.6(c) The other actions are:

Note: If there are no other actions, delete this Clause SC 3.7 from the SC. If the Services consist of civil works, the following should be added here:

"(i) taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required".]

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 *Note: If there is a resident project manager, state here:* "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6." *If there is no such manager, delete this Clause SC 4.6 from the SC.*]

[5.1 *Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1 from the SC.*]

[6.1(b) The ceiling amount of contract is: _Rs._____]

[6.2(a) *Note: In order to adjust the remuneration for inflation, a price escalation provision should be included here if the contract has a duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The escalation should be made every 12 months after the date of the contract for remuneration. A sample provision is provided below for guidance*:

"Payments for remuneration made in accordance with Clause GC 6.2(a) shall be adjusted as follows:

Remuneration paid pursuant to the rates set forth in Appendix E shall be adjusted every twelve (12) months (and, for the first time, with effect for the remuneration earned in the .13th calendar month after the date of the Contract) by applying a factor of 6%[1] per annum

[6.2(b) (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

(3) The rates for Personnel are set forth in

Appendix E]. [6.2(c) The reimbursable expenditures

shall be the following:

(1) an allowance (to cover boarding and/or lodging) for each of the personnel who have to work outside their normal duty station, at the rates specified in Appendix E;

(2) the cost of local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges, all if and to the extent required for the purpose of the Services, at rates specified in Appendix E;

(3) the cost of equipment, materials and supplies to be procured as specified in Appendix E;

(4) the cost of any subcontract required for the Services and approved in writing by the Client;

(5) any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1(c); and

(6) the cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client.

[*Note : Items that are not applicable should be deleted; others may be added.*]

[1] Modify appropriately keeping in view the inflation rate and the general salary increases for the year.

[6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) An advance payment of Rs._____ shall be made within 15 days after receipt of advance payment guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first **6** months of the Service until the advance payment has been fully set off.

(2) The bank guarantee shall be for an amount

of Rs……. [6.4(c) The interest rate is Rs.5% [1]per annum]
[6.4(e) The account is----------]

[Note: Fill in the blanks]

7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

7.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty
(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India[*], New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 **Rules of Procedure**

[1] Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause
7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the English language shall be the official language for all purposes

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 (a) of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any) Ref: _____

Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. ___dated _____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____for _____Contract (hereinafter called the "Contract")
(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____(in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We ___ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____@ _____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including ___ _____and shall be extended from time to time for such period (not exceeding

one year), as may be desired by M/s. _____on whose behalf this guarantee has been given.

Dated this _____day of _____19_____at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India